

July 26, 2002

N16 (2300)

Memorandum

To: Regional Directors

From: Director /s/ Randy Jones (for)

Subject: National Park Service response to chronic wasting disease of deer and elk

The purpose of this memo is to provide regions and parks with guidance on the National Park Service (NPS) response to chronic wasting disease (CWD), which is a fatal neurologic disease of deer and elk. The disease has occurred in a limited geographic area of northeastern Colorado and southeastern Wyoming for over 20 years. Recently, CWD has been detected in captive and free-ranging deer and elk in several new locations in the United States, including western Nebraska, southwestern South Dakota, western Colorado, southern New Mexico, and for the first time east of the Mississippi River in Wisconsin.

Although Rocky Mountain National Park is the only NPS unit where CWD is known to occur, several NPS units are at high risk due to their close proximity to the newly identified areas of disease occurrence. In addition, there is a definite likelihood that CWD will be detected in other areas of the country following increases in surveillance for the disease. Therefore, CWD has become an issue of national importance to wildlife managers and other interested publics, including the NPS.

CWD is in the family of diseases known as the transmissible spongiform encephalopathies (TSEs) or prion diseases. Other TSEs include scrapie in sheep, bovine spongiform encephalopathy (BSE or mad cow disease), and Creutzfeldt-Jacob disease (CJD) in humans. CWD causes brain lesions that result in progressive weight loss, behavioral changes, and eventually death in affected deer and elk. There is currently no evidence that CWD is transmissible to humans or domestic livestock; however, the disease could limit populations of deer and elk and could result in profound impacts on the recreational value of these species. In an attempt to control chronic wasting disease, the states of Colorado and Wisconsin are drastically reducing free-ranging deer and elk numbers in affected areas.

The NPS, working within our mission and management policies, should cooperate with states in preventing and controlling CWD in park units. Although the origin of CWD is unknown, it is strongly suspected that CWD is a non-native disease of deer and elk in parks. Therefore, I am asking each region and park to:

- o Cooperate and coordinate with state wildlife and agriculture agencies regarding proposed prevention, surveillance, research, and control actions for CWD.
- o Parks in close proximity (60 miles) to areas where CWD has been detected should initiate a targeted surveillance program to monitor for deer and elk with clinical signs of the disease and submit samples for diagnostic testing from all deer and elk found dead.
- o Immediate action should be taken, on a limited scale, to address imminent threats such as a deer or

elk exhibiting clinical signs of CWD. Euthanasia of CWD suspect deer or elk with samples submitted for diagnostic evaluation is a reasonable response.

- o Prior to undertaking larger scale or multiple animal actions within a park (e.g., population reduction of deer and elk) environmental planning documents, including NEPA and, if applicable, Section 7 consultation with the US Fish and Wildlife Service, will need to be prepared.
- o Proposed translocations of live deer or elk into or out of NPS units must receive critical review and CWD risk assessment. Deer or elk will not be translocated from areas where CWD is known to occur or where there is inadequate documentation to confirm absence of the disease (i.e., prevalence <1 percent with a 99 percent confidence interval).
- o Use of park or regional public affairs staff to assist in outreach to surrounding communities and communications to park visitors regarding CWD and CWD management is encouraged.
- o Remain alert to potential threats from CWD and contact the NPS Biological Resource Management Division (BRMD) or state wildlife agencies if further information or animal testing is needed.

Chronic wasting disease is currently in the spotlight with the public, States, Department of the Interior (DOI), United States Department of Agriculture (USDA), and Congress. A Congressional hearing on CWD has been held and a joint DOI-USDA-State Working Group Task Force has been established to address the CWD issue. The NPS has been an active participant in these processes. This broad level of participation increases our need to remain internally connected and coordinated at the park, regional, and national level, and to assure that our actions are consistent with agency policy.

The BRMD will provide assistance to regions and parks in prevention, surveillance, and control of CWD. The BRMD has also partnered with the USGS National Wildlife Health Center to provide additional assistance. General information and links to other websites on CWD are available through the BRMD section of InsideNPS. If you have technical questions, need more information or animal testing, please contact Dr. Margaret Wild, NPS Wildlife Veterinarian, BRMD, at (970) 225-3593. If you have policy questions regarding NPS response to CWD, please contact Michael Soukup at (202) 208-3884.

cc: Max Peterson, IAFWA  
Steve Williams, USFWS  
Kathleen Clarke, BLM  
Denny Fenn, USGS  
Jake Hoogland, NPS EQD

2300 Reading File 2300 Chron File  
FNP:CWD dir memo final rev:Gary Johnston:ld:7-23-02

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL PARK SERVICE  
THEODORE ROOSEVELT NATIONAL PARK  
NORTH DAKOTA GAME AND FISH DEPARTMENT  
AND  
U.S. FOREST SERVICE

ARTICLE I.

- A. Elk, Cervus elaphus, common in the North Dakota badlands in historical times, were extirpated in the late 1800's. National Park Service Natural Resource Management policies encourage the reintroduction of native wildlife species when there is adequate habitat and the species does not pose a threat to park visitors or park resources.
- B. The immediate short term objective of this Memorandum of Understanding is to facilitate a cooperative effort between Theodore Roosevelt National Park, herein referred to as the Park; the North Dakota Game and Fish Department, herein referred to as the Department; and the US Forest Service, herein referred to as the Service, to conduct an experimental reintroduction of elk into the South Unit of the park to determine if the potential exists to return this animal to its native range within western North Dakota. A successful experimental reintroduction would provide the basis for the development of elk management programs by the Park, the Department, and the Service, which would serve to plan for the maintenance of a self-sustaining elk population, both inside and outside the park.

ARTICLE II.

The Park, Department and Service jointly agree to the following:

- A. Once a herd of 25 or more elk become established outside the South Unit, a joint management plan will be prepared which will establish a carrying capacity for the elk, establish a ceiling population level, and define key habitat components and needs of the herd. This plan will establish a population level which does not unduly interfere with established domestic livestock grazing operations or with mineral lease rights on the Little Missouri National Grasslands. Conflicts between the habitat needs of elk and existing land uses will generally be decided in favor of present land uses.
- B. The Park agrees to and will, to the extent resources permit:
1. Provide and transport up to 40 animals for the initial one time stocking to an agreed location within the South Unit of the park.
  2. Provide animals from wild stock, in good condition and certified to be free of the following diseases, or have been immunized as required by the USDA, the ND Livestock Sanitary Board, and the Department.

Brucellosis - caused by a bacteria of the Brucella group. A specified contagious disease, primarily of cattle, swine, and goats.

Anaplasmosis - an infectious disease of ruminants caused by Anaplasma marginale and characterized by marginal bodies in blood smears with symptoms of anemia, icterus, and fever.

Leptospirosis - A febrile disease caused by spirochetes of certain species of Leptospirae. The disease occurs in dogs, cattle, pigs, sheep, goats, horses, and several species of wildlife and can be transmitted to man.

Tuberculosis - caused by bovine, human or avian tubercle bacilli of the genus, Mycobacterium.

BTV - Bluetongue virus

EHD - Epizootic Hemorrhagic Disease

BVD - Bovine Virus Diarrhea

3. Tag or otherwise individually mark for identification purposes each transplanted animal.
4. Protect those elk that maintain residence within the park from poaching or excessive human harassment for the length of this agreement.
5. Operate a radio telemetry system to track elk movement and determine habitat preference for a period of time not to exceed 24 months after the initial stocking. Forward raw data from the tracking effort to the Department.
6. Notify the Department of any incidents of elk mortality in which the cause of death is not obvious, and at the Department's direction, collect blood, tissue and organ samples for histo-pathological determinations.
7. To establish forage utilization transects, study plots or exclosures within the park on locations that the elk are found to frequent.
8. Allow the Department access to the elk within the park and the range they occupy under regulations governing park use and protection.

C. The Department agrees to and will, to the extent resources permit:

1. Protect and manage all elk, that for any period of time are not on lands controlled by the Park or as directed by the statutes of the State of North Dakota.
2. Provide for a period of two years from time of initial stockings, an approved and licensed telemetry tracking system sufficient to track not less than 4 of the elk. The system will include the collars as well as the maintenance of the system's components.
3. Assist the Park in collecting data to assess habitat utilization.
4. Conduct pathological investigations and laboratory analysis of elk suspected of dying from causes other than mechanical injury or old age.
5. Provide the Park and Service with the written results of any data generated by radio telemetry, range utilization analysis, census, and mortality investigations.
6. Conduct an aerial census of the elk within the park at least once each year.
7. Provide for controlled public harvest of surplus elk outside of the park. Maximum population levels and surplus animals will be agreed upon in the elk management plan discussed in Article II, Section A. Harvest seasons may have to be during non-traditional hunting seasons (i.e., spring or summer) to successfully harvest the numbers desired.
8. If significant elk depredation and/or damage occurs on private lands adjacent to the South Unit of the Park, the Department will relocate or eliminate the offending animals or will provide reasonable mitigation measures to prevent damage. Potential mitigating measures could include the following:
  - a. Provide materials for elk proof exclosures around hay stacks;
  - b. Provision of materials for elk proof fences around crops repeatedly damaged by elk grazing/trampling within two miles of the South Unit National Park boundary.
  - c. Further mitigation measures identified in Article II, Section A of this Memorandum of Understanding.

D. The Service agrees to and will, to the extent resources permit:

1. Conduct range analysis and carrying capacity studies on any elk ranges on NFSL and make recommendations on maximum elk populations that can co-exist with domestic livestock (maintain good range condition) and be compatible with the needs of other resources in the Little Missouri National Grasslands.

### ARTICLE III.

- A. This memorandum shall be in effect when signed by all three parties and continue in effect for a period of five (5) years unless terminated by any of the three parties upon sixty (60) days notice to the other parties of intention to do so. At the end of five years, the parties will assess the benefits accrued and determine if the Memorandum of Understanding will be reaffirmed. The Memorandum of Understanding can be reaffirmed as is, or it can be redrawn. If reaffirmed, a reaffirmation memorandum signed by all three parties will automatically continue the Memorandum of Understanding indefinitely or for another five (5) years as specified in the reaffirmation memorandum.

North Dakota Game and Fish Department

By *Allen L. Newland*  
 Title *Commissioner* Date *1-25-85*

USDA - Custer National Forest

By *David A. Filino*  
 Title *Forest Supr.* Date *1-8-85*

National Park Service, Theodore Roosevelt National Park

By *Harvey D. Dickman*  
 Title *Superintendent* Date *1-28-85*

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL PARK SERVICE,  
THEODORE ROOSEVELT NATIONAL PARK,  
NORTH DAKOTA GAME AND FISH DEPARTMENT,  
AND  
U.S. FOREST SERVICE  
CUSTER NATIONAL FOREST

Article I: Background and Objectives

- A. Elk, Cervus elaphus, common in the North Dakota Badlands in historical times, were extirpated in the late 1800s. National Park Service natural resource management policies encourage the restoration of native wildlife species when there is adequate habitat and the species does not pose a threat to park visitors, park resources, persons or property outside park boundaries.
- B. The immediate objective of this Memorandum of Understanding is to facilitate a cooperative effort between the National Park Service, herein referred to as the Park; the North Dakota Game and Fish Department, herein referred to as the Department; and the U.S. Forest Service, herein referred to as the Service, to manage elk in the South Unit of the Park and surrounding area. The successful reestablishment has provided the basis for the development of elk management programs by the Department, the Park and the Service.

The North Dakota Game and Fish Department has developed a state wide Participative Management (PAMA) process encompassing twenty programs. Elk are addressed by the Special Big Game Program plan. To avoid confusion and conflicts between plans, this MOU must adhere to PAMA's strategic components when addressing elk management for the area adjacent to the Park's South Unit.

Article II: Authority

- A. The authority for the Department, Park and Service to enter into this agreement is contained in the following:
- North Dakota Century Code 20.1-02-04 Subsection 7  
16 U.S.C. Sections 1 and 3  
36 C.F.R. Part 10  
36 C.F.R. 241.2
- B. Nothing in this MOU will be construed as affecting the authority of any of the participants to this agreement, or as binding beyond their respective authorities, or to

require any participant to obligate or expend funds in excess of funds appropriate for this purpose.

Article III: Statements of Work

- A. The Department agrees to and will, to the extent resources permit:
1. Continue refining the elk plan contained within its PAMA document.
  2. Protect and manage all elk for any period of time they are not on lands controlled by the Park, as directed by the statutes of the State of North Dakota and consistent with population goals and objectives established by the PAMA process.
  3. Provide when practical, wildlife management expertise to assist the Park in collecting data to assess habitat utilization and species demographics.
  4. Provide the Park and Service with the written results of any data generated by radio telemetry, range utilization analysis, census and mortality investigations.
  5. Based on population objectives set in the elk management plan discussed in PAMA process, provide, where possible, controlled public harvest of surplus elk outside of the Park.
  6. If significant elk depredation and/or damage occurs on private lands adjacent to the Park, the Department will, with Park assistance, provide reasonable mitigation measures to alleviate damage. Measures that will be taken on lands outside the Park may consist of one or a number of the following:
    - a. Limiting the size of the herd by hunting.
    - b. Provide harassment devices, boomers.
    - c. Establishment of bait crops on public and/or private lands.
    - d. Provide landowners with fence modification guidelines.
    - e. Provide materials for the construction of permanent elk-proof hay yards.



B. The Park agrees to and will, to the extent resources permit:

1. Protect those elk that maintain residence within the Park from poaching or excessive human harassment.
2. Continue to monitor and evaluate established forage utilization transects, study plots and/or enclosures within the Park on locations that the elk are found to frequent.
3. Conduct an aerial census of elk in the Park on the average of every three years and provide the results to the Department and the Service.
4. ~~Notify the Department of any incidents of elk mortality in which the cause of death is not obvious. The Park and Department will determine the need to collect blood, tissue and organ samples for analyses. Laboratory results will be made available to the Department, Park and Service.~~
5. Allow the Department and the Service access to the elk within the Park and the range they occupy under regulations governing Park use and protection.
6. Develop an integrated ungulate habitat and population model for the major ungulate species in the Park and provide the results of periodic analysis to the Department and the Service.
7. Periodically reduce the herd when the numbers of elk exceed the limits of the established carrying capacity as determined by the integrated ungulate modeling or census indicators.
8. Attempt through fence maintenance and herd reduction procedures to control the egress of elk from the Park to surrounding lands.
9. Make reasonable efforts to capture animals for translocation from the Park for stocking elsewhere which are in good condition and have a health certificate for entrance into state of destination. Animals to be translocated with the State of North Dakota will be certified healthy only by criteria determined and agreed to by the Department, Park and North Dakota Board of Animal Health.
10. Make surplus elk available for wildlife management purposes, to the Department, to other Federal

agencies, to Indian Tribes and to other states. Reasonable efforts will be made to ensure that public elk are not immediately transferred to private game farms or ranches. Elk will be transferred under a supplemental agreement, which will address reimbursement to the Park for the per animal, prorated cost of actual expenses involved in capture and handling.

C. The Service agrees to and will, to the extent resources permit:

1. Consider both elk and cattle needs within the overall management direction of the Custer National Forest and National Grasslands Land and Resources management Plan (hereafter referred to as the Forest Plan), ~~whenever ecosystem inventories and evaluations are~~ conducted on grazing allotments which have both elk and cattle use.
2. Work with the Department to determine elk population levels which are consistent with the other Forest uses identified in the Forest Plan.
3. Strive to achieve and maintain the desired future condition of the area as defined in the Forest Plan, while taking into consideration the ecosystem capabilities and natural variability of the area.
4. Establish elk management standards in the forthcoming update of the Forest Plan.

D. It is mutually agreed that the details of cooperative work shall be planned and executed jointly by the Department, the Park and the Service. All three parties to this agreement will meet once annually between field seasons with all parties involved, for the purpose of evaluating the program, evaluating annual accomplishments, and planning the coming years activities.

#### Article IV: Key Officials

A. The personnel listed below are identified as the unit coordinators and are essential to the work being performed under this Memorandum of Understanding.

North Dakota Game and Fish Department  
Ron Stromstad, Chief Wildlife  
North Dakota Game and Fish Department  
100 North Bismarck Expressway  
Bismarck, ND 58501-5095  
(701) 221-6305  
(701) 221-6352 FAX

National Park Service  
Roger Andrascik, Resource Management Specialist  
Theodore Roosevelt National Park  
P.O. Box 7  
Medora, ND 58645  
(701) 623-4466  
(701) 623-4840 FAX

U.S. Forest Service  
Samuel P. Redfern, District Ranger  
U.S. Forest Service  
Medora Ranger District  
Route 6, Box 131B  
Dickinson, ND 58601  
(701) 225-5151  
(701) 225-8634 FAX

These individuals are supported entirely by the respective agencies.

- B. Changes in coordinators shall be approved by written modification of the MOU.

#### Article V: Termination

- A. This memorandum shall be in effect when signed by all three parties and continue in effect until December 31, 1995 unless terminated by any of the three parties upon sixty (60) days notice to the other parties of intention to do so. At the end of 1995, the parties will assess the benefits accrued and determine if the Memorandum of Understanding should be reaffirmed as is, modified, or terminated. The agreement can be extended upon the mutual agreement of all parties up to a total of five (5) years from date of initial execution.
- B. Any of the participants in this MOU may propose changes to it at any time before its expiration. Any such changes shall be made in the form of an amendment and shall not become effective until it has been agreed to and signed by all the participants.

Article VI: Other Requirements

- A. During the performance of this MOU, the agencies agree to abide by the terms of Executive Order 11246 on non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. All parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or place of national origin.
- B. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share or part of this MOU, or to any benefit that may arise therefrom; but, this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.

North Dakota Game and Fish Department

By [Signature]  
Title Director Date 10/28/93

National Park Service, Theodore Roosevelt National Park

By Pete Hart  
Title Superintendent Date 10/28/93

USDA - Custer National Forest

By [Signature]  
Title District Ranger Date 10/28/92



United States Department of the Interior  
NATIONAL PARK SERVICE  
Theodore Roosevelt National Park  
Medora, North Dakota 58543

IN REPLY REFER TO:

A44

April 20, 2004

Dave Pieper  
Grasslands Supervisor  
U.S. Forest Service  
Dakota Prairie Grasslands  
240 W. Century Avenue  
Bismarck, ND 58503

Dear Mr. Pieper:

As you know, the National Park Service is embarking on a major National Environmental Policy Act (NEPA) planning effort concerning the issue of elk population management in Theodore Roosevelt National Park. The North Dakota Game and Fish Department (NDGFD) is working with us as a Cooperating Agency on this effort.

Although the current Memorandum of Understanding among the National Park Service, U.S. Forest Service, and NDGFD for elk management in and around Theodore Roosevelt National Park states that the U.S. Forest Service will be a commenting agency, we invite the USFS to be a Cooperating Agency.

Council on Environmental Quality regulations state that "any other Federal agency which has special expertise with respect to any environmental issue... may be a cooperating agency upon request of the lead agency." Since the USFS has responsibilities and interests in the management and conservation of wildlife, and because much of the available elk habitat outside the park is on the Little Missouri National Grassland, it would be mutually beneficial to have the USFS participate as a Cooperating Agency. We invite you to do so.

Our internal scoping session for the NEPA effort is scheduled in Medora, North Dakota on May 25-26, 2004. In order to have a focused session, we would suggest that one or two USFS representatives attend. At the internal scoping meeting, we will further discuss roles and responsibilities of the agencies involved.

Please let us know as soon as possible in writing so that we will have an official document for the administrative record. In addition, please let us know who will be attending the internal scoping meeting from the USFS.

Thank you very much.

Sincerely,

Valerie J. Naylor  
Superintendent



United States  
Department of  
Agriculture

Forest  
Service

Dakota Prairie Grasslands

240 W. Century Ave.  
Bismarck, ND 58503

File Code: 1950-4

Date: May 5, 2004

RECEIVED

MAY - 6 2004

Theodore Roosevelt  
National Park

Valerie J. Naylor, Superintendent  
Theodore Roosevelt National Park  
P. O. Box 7  
Medora, ND 58645

Dear Valerie:

Thank you for the invitation for the Dakota Prairie Grasslands of the U.S. Forest Service to work with the National Park Service as a Cooperating Agency in the planning effort concerning the issue of elk management in Theodore Roosevelt National Park. I accept your offer and I am designating Arden Warm to serve as our representative in this National Environmental Policy Act process. Arden can be contacted at our Medora Ranger District Office in Dickinson, North Dakota. I have forwarded your letter with the initial internal scoping dates to Arden and will encourage his participation throughout the process.

Sincerely,

DAVID M. PIEPER  
Grasslands Supervisor

cc: Arden Warm, Acting Medora District Ranger



MEMORANDUM OF UNDERSTANDING  
AMONG  
NATIONAL PARK SERVICE, THEODORE ROOSEVELT NATIONAL PARK  
NORTH DAKOTA GAME AND FISH DEPARTMENT  
AND  
USDA, FOREST SERVICE, DAKOTA PRAIRIE NATIONAL GRASSLANDS

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate a cooperative effort among the National Park Service, herein referred to as NPS; the North Dakota Game and Fish Department, herein referred to as NDGF; and the U.S. Forest Service, herein referred to as USFS, to manage elk in and around the South Unit of Theodore Roosevelt National Park (THRO). The successful re-establishment of elk to these areas has provided the basis for the development of elk management programs by the NDGF, the NPS, and the USFS. Concern about the spread of chronic wasting disease (CWD) prompted the Director of the NPS to mandate that NPS restrict translocating deer or elk from areas where CWD is known to occur, or where there is inadequate documentation to confirm absence of the disease (i.e., prevalence < 1% with a 99% confidence interval). The NPS has inadequate documentation on the prevalence of CWD in elk in THRO, therefore, until the Director's mandate is rescinded, this requirement must be satisfied before any translocation of live elk from THRO can occur.

The authority for NPS, NDGF, and the USFS to enter into this agreement is contained in the following:

North Dakota Century Code 20.11-02-04 Subsection 7  
16 U.S.C. Sections 1 and 3  
36 C.F.R. Part 10  
36 C.F.R. 241.2

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

Elk (*Cervus elaphus*) were common in the North Dakota badlands in historical times, and were extirpated in the late 1800s. National Park Service natural resource management policies encourage the restoration of native wildlife species when there is adequate habitat and the species does not pose a threat to park visitors, park resources, persons or property outside park boundaries. The NDGF has responsibilities for conserving wildlife and for providing recreational opportunities to the public, and will endeavor to maximize responsible use of natural resources within their jurisdictions. The USFS has responsibilities and interests in the management and conservation of wildlife. The parties agree that public wildlife needs to be conserved and managed to meet growing public demand. It is mutually beneficial for all parties to agree as follows:

III. NDGF AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

- A. Manage all elk for any period of time they are not on lands controlled by NPS, as directed by the statutes of the State of North Dakota.
- B. Provide, when practical, wildlife management expertise to assist the NPS in collecting data to assess habitat utilization and elk demographics.
- C. Provide the NPS and the USFS with the written results of any data generated by radio telemetry, range utilization analysis, census and mortality investigations.
- D. Provide, where possible, controlled public harvest of surplus elk outside of THRO.
- E. Provide reasonable mitigation measures to alleviate damage if significant elk depredation and/or damage occurs on private lands adjacent to THRO.

IV. THE NPS AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

- A. Manage elk consistent with NPS policies within the boundaries of THRO.
- B. Continue to monitor and evaluate vegetation within THRO.
- C. Conduct an aerial census of elk in THRO once per year and provide results to NDGF and USFS.
- D. Provide reports on elk research conducted on elk in THRO to NDGF and USFS.
- E. Notify NDGF of all incidents of elk mortality in which the cause of death is not obvious. NPS and NDGF biologists will determine the need to collect blood, tissue and organ samples for analyses. Laboratory results will be made available to NDGF and the USFS.
- F. Allow NDGF and USFS access to the elk and the range they occupy within THRO under regulations governing NPS use and protection.
- G. Periodically reduce the herd when the numbers of elk exceed the limits of established THRO objectives.
- H. Attempt through herd reduction and fence maintenance to limit the egress of elk from THRO.
- I. Provide data from elk research and technical assistance to NDGF and USFS to identify, substantiate, and mitigate confirmed depredation by elk on private lands in areas adjacent to the South Unit of the park
- J. Make surplus elk available to NDGF, other Federal agencies, Indian Tribes, and to other states for wildlife management purposes,. Reasonable efforts will be made to ensure that public elk are not transferred to private ownership. Elk translocated within the State of North



Dakota will be certified healthy only by criteria determined and agreed to by the NDGF, NPS, and the North Dakota Board of Animal Health.

V. USFS AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

- A. Strive to achieve and maintain the desired future condition of Grasslands as defined in the Grassland's Plan, while taking into consideration the ecosystem capabilities and natural variability of the area.

VI. NPS (LEAD AGENCY) AND NDGF (COOPERATING AGENCY) AGREE TO BEGIN NEPA COMPLIANCE IN A JOINT EFFORT TO ADDRESS FUTURE REDUCTIONS OF THE PARK HERD. USFS WILL BE A COMMENTING AGENCY.

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VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE SAID PARTIES THAT:

- A. It is mutually agreed that the details of cooperative work shall be planned and executed jointly by the NPS, NDGF, and the USFS. All three parties to this agreement will meet once annually for the purpose of evaluating the program, evaluating annual accomplishments, and planning future activities.

B. The principal contacts for this instrument are:

North Dakota Game and Fish Department

Randy Kreil, Chief of Wildlife  
North Dakota Game and Fish Department  
100 North Bismarck Expressway  
Bismarck, ND 58501-5095  
PH (701) 221-6305, FAX (701) 221-6352

National Park Service

Michael Oehler, Wildlife Biologist  
Theodore Roosevelt National Park  
PO Box 7  
Medora, ND 58645  
PH (701) 623-4730 ext. 3567, FAX (701) 623-4840

U.S. Forest Service

Dan Svingen, Grasslands Biologist  
U.S. Forest Service  
Dakota Prairie Grasslands  
Bismarck, ND 58501  
PH (701) 250-4443

Changes in coordinators shall be approved by written modification of the MOU.

- C. A party to this MOU may terminate their involvement with 30 day written notice to the other parties.
- D. This instrument in no way restricts the NPS, NDGF, or USFS from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. This instrument is executed as of the last date shown below and expires upon completion of NEPA compliance by NPS and NDGF, at which time it will be subject to review, renewal, or expiration.
- F. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements or competition.
- G. Modifications within the scope of this instrument shall be made by the issuance of multilaterally executed modification prior to any changes being performed.

IN WITNESS WHEREOF, The parties hereto have executed this MOU as of the last written date below.

North Dakota Game and Fish Department

By \_\_\_\_\_  
Dean Hildebrand  
Title: Director

Date \_\_\_\_\_

National Park Service, Theodore Roosevelt National Park

By \_\_\_\_\_  
Valerie Naylor  
Title: Superintendent

Date \_\_\_\_\_

USDA, Forest Service, Dakota Prairie Grasslands

By \_\_\_\_\_

Dave Pieper

Title: Grasslands Supervisor

Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL PARK SERVICE, THEODORE ROOSEVELT NATIONAL PARK  
NORTH DAKOTA GAME AND FISH DEPARTMENT  
AND  
USDA, FOREST SERVICE, CUSTER NATIONAL FOREST

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate a cooperative effort between the National Park Service, herein referred to as the Park; the North Dakota Game and Fish Department, herein referred to as the Department; and the U.S. Forest Service, herein referred to as the Service, to manage elk in the South Unit of the Park and surrounding area. The successful re-establishment has provided the basis for the development of elk management programs by the Department, the Park and the Service.

The authority for the Department, Park and Service to enter into this agreement is contained in the following:

North Dakota Century Code 20.11-02-04 Subsection 7  
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36 C.F.R. Part 10  
36 C.F.R. 241.2

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

Elk, *Cervus elaphus*, common in the North Dakota Badlands in historical times, were extirpated in the late 1800's. National Park Service natural resource management policies encourage the restoration of native wildlife species when there is adequate habitat and the species does not pose a threat to park visitors, park resources, persons or property outside park boundaries. The Department has developed a state wide Participative Management (PAMA) process encompassing twenty programs. Elk are addressed by the Special Big Game Program plan. To avoid confusion and conflicts between plans, this MOU must adhere to PAMA's strategic components when addressing elk management for the area adjacent to the Park's South Unit. The Forest Service has responsibilities and interests in the management and conservation of wildlife. The parties agree that public wildlife needs to be conserved and managed to meet growing public demand. It is mutually beneficial for all parties to agree as follows:

III. THE DEPARTMENT AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

- A. Continue refining the elk plan contained with its PAMA document.
- B. Protect and manage all elk for any period of time they are not on lands controlled by the Park, as directed by the statutes of the State of North Dakota and consistent with population goals and objectives established by the PAMA process.
- C. Provide, when practical, wildlife management expertise to assist the Park in collecting data to assess habitat utilization and species demographics.

D. Provide the Park and Service with the written results of any data generated by radio telemetry, range utilization analysis, census and mortality investigations.

E. Based on population objectives set in the elk management plan discussed in PAMA process, provide, where possible, controlled public harvest of surplus elk outside of the Park.

F. If significant elk depredation and/or damage occurs on private lands adjacent to the Park, the Department will, with Park assistance, provide reasonable mitigation measures to alleviate damage. Measures that will be taken on lands outside the Park may consist of one or a number of the following:

1. Limiting the size of the herd by hunting.
2. Provide harassment devices, boomers.
3. Establishment of bait crops on public and/or private lands.
4. Provide landowners with fence modification guidelines.
5. ~~Provide materials for the construction of permanent elk-proof hay-yards.~~

IV. THE PARK AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

A. Protect those elk that maintain residence within the Park from poaching or excessive human harassment.

B. Continue to monitor and evaluate established forage utilization transects, study plots and/or enclosures within the Park on locations that the elk are found to frequent.

C. Conduct an aerial census of elk in the Park on the average of every three years and provide the results to the Department and the Service.

D. Notify the Department of any incidents of elk mortality in which the cause of death is not obvious. The Park and Department will determine the need to collect blood, tissue and organ samples for analyses. Laboratory results will be made available to the Department, Park and Service.

E. Allow the Department and the Service access to the elk within the Park and the range they occupy under regulations governing Park use and protection.

F. Develop an integrated ungulate habitat and population model for the major ungulate species in the Park and provide the results of periodic analysis to the Department and the Service.

G. Periodically reduce the herd when the numbers of elk exceed the limits of the established carrying capacity as determined by the integrated ungulate modeling or census indicators.

H. Attempt through fence maintenance and herd reduction procedures to control the egress of elk from the Park to surrounding lands.

I. Make reasonable efforts to capture animals for translocation from the Park for stocking elsewhere which are in good condition and have a health certificate for entrance into state of destination. Animals to be translocated with the State of North Dakota will be certified healthy only by criteria determined and agreed to by the Department, Park and North Dakota Board of Animal Health.

J. Make surplus elk available for wildlife management purposes, to the Department, to other Federal agencies, to Indian Tribes and to other states. Reasonable efforts will be made to ensure that public elk are not immediately transferred to private game farms or ranches. Elk will be transferred under a supplement agreement, which will address reimbursement to the Park for the per animal, prorated cost of actual expenses involved in capture and handling.

V. THE SERVICE AGREES TO AND WILL, TO THE EXTENT RESOURCES PERMIT:

A. Consider both elk and cattle needs within the overall management direction of the Custer National Forest and National Grasslands in the Land and Resources Management Plan (hereafter referred to as the Forest Plan), whenever ecosystem inventories and evaluations are conducted on grazing allotments which have both elk and cattle use.

B. Work with the Department to determine elk population levels which are consistent with the other Forest uses identified in the Forest Plan.

C. Strive to achieve and maintain the desired future condition of the area as defined in the Forest Plan, while taking into consideration the ecosystem capabilities and natural variability of the area.

D. Consider establishing elk habitat management guidelines in the Forest Plan revision process.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

A. It is mutually agreed that the details of cooperative work shall be planned and executed jointly by the Department, the Park and the Service. All three parties to this agreement will meet once annually between field seasons with all parties involved, for the purpose of evaluating the program, evaluating annual accomplishments, and planning the coming years activities.

B. The principal contacts for this instrument are:

North Dakota Game and Fish Department

Randy Kreil, Chief of Wildlife

North Dakota Game and Fish Department

100 North Bismarck Expressway

Bismarck, ND 58501-5095

(701) 221-6305

(701) 221-6352 FAX

National Park Service

Roger Andrascik, Resource Management Specialist

Theodore Roosevelt National Park

P.O. Box 7

Medora, ND 58645

(701) 623-4466

(701) 623-4840 FAX

U.S. Forest Service

Steve Williams, Acting District Ranger

U.S. Forest Service

Medora Ranger District

Route 6, Box 131B

Dickinson, ND 58601

(701) 225-5151

(701) 225-8634 FAX

Changes in coordinators shall be approved by written modification of the MOU.

C. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

- D. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. This instrument is executed as of the last date shown below and expires on 12-31-2002, at which time it will be subject to review, renewal, or expiration.
- F. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- G. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

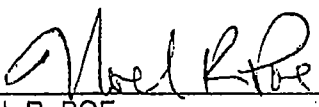
IN WITNESS WHEREOF, The parties hereto have executed this MOU as of the last written date below.

North Dakota Game and Fish Department

By   
DEAN HILDEBRAND  
Title: Commissioner

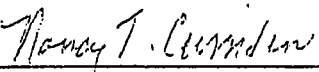
Date 3-11-97

National Park Service, Theodore Roosevelt National Park

By   
NOEL R. POE  
Title: Superintendent

Date 3/7/97

USDA, Forest Service, Custer National Forest

By   
NANCY T. CURRIDEN  
Title: Forest Supervisor

Date 3/4/97